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Prepared by and after
recording return to
William J. Ralph
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

95796989

DEPT-01 RECORDING 453.00
11/16/95 14:34:00
CG # 95-796989
COOK COUNTY RECORDER

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, dated November 10, 1995, is made by CHICAGO TITLE AND TRUST COMPANY ("Junior Trustee") in favor of LASALLE NATIONAL BANK, a national banking association ("First Mortgagee").

RECITALS

A First Mortgagee has agreed, subject to the terms and conditions of that certain Commitment Letter dated October 18, 1995, executed by and between Shael Bellows ("Bellows") and First Mortgagee to issue a letter of credit (the "Letter of Credit") in the amount of \$16,123,000 (the "Commitment") for the benefit of GMS Associates II, an Illinois general partnership and The Benchmark of Hoffman Estates Limited Partnership, an Illinois limited partnership ("Beneficiary").

B Beneficiary is the sole beneficiary of LASALLE NATIONAL TRUST, N.A., as successor trustee to Lyons Savings & Loan Association, as trustee under Trust Agreement dated June 6, 1985, and known as Trust No. 27-498-00 ("Trustee") (Beneficiary and Trustee and any successor or assign of Beneficiary or Trustee, including without limitation, any receiver, trustee or debtor in possession, being referred to herein at times collectively as "Borrower").

C The Letter of Credit is issued pursuant to a Reimbursement and Security Agreement (the "Reimbursement Agreement") dated November 10, 1995. The Reimbursement Agreement is secured by a Mortgage and Security Agreement of even date therewith recorded November 10, 1995 as Document No. 95796987 with the Recorder of Deeds of Cook County, Illinois (the "First Mortgage") encumbering the real property legally described in Exhibit "A" hereto (the "Real Estate"), and by an Assignment of Rents and Leases of even date therewith recorded November 10, 1995 as Document 95796987 with the Recorder of Deeds of Cook County, Illinois (the "Assignment of Rents") encumbering the real property legally described in Exhibit A hereto and by other assignments and agreements evidencing, securing or otherwise relating to the Letter of Credit (the Reimbursement Agreement, the First Mortgage, the Assignment of Rents, and any assignment, agreement or other instrument securing or evidencing the Letter of Credit or made for the benefit of First Mortgagee in connection with the Letter of Credit and all

53.00
vs

95796989

BOX 333-GTI

2-10 HCL. CL 91

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replacements, amendments and restatements thereof are referred to herein as the "First Loan Documents") The First Loan Documents encumber and create security interests in the property (real, mixed and personal described on Exhibit "B" hereto (the "Property"))

D Borrower and Junior Trustee have requested First Mortgagee to permit Borrower to encumber the Real Estate with a mortgage junior and subordinate to the First Mortgage in favor of Junior Trustee (the "Junior Mortgage") as security for certain indebtedness under an assumption agreement (the "Junior Loan") First Mortgagee has indicated its willingness to permit such Junior Mortgage provided Junior Trustee executes and delivers to First Mortgagee this Agreement

NOW, THEREFORE, in consideration of First Mortgagee issuing the Letter of Credit and permitting the Junior Mortgage on the Real Estate, and for other good and valuable consideration, Junior Trustee hereby:

(A) agrees not to ask for or receive from Borrower or any other person or entity any mortgage, security interest or other interest in any or all of the Property except as specifically granted by the Junior Mortgage, a true and correct copy of which is attached hereto as Exhibit "C", agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way arise under or are created by the Junior Mortgage (the "**Rights and Interests Under The Junior Mortgage**") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, in the Property (the "**First Mortgagee's Collateral**") created under the First Loan Documents and to all other demands, claims, liabilities, obligations or causes of action for which Borrower may now or at any time or times hereafter in any way be liable to First Mortgagee, under the First Loan Documents (collectively, the "**Senior Debt**"); agrees that it will not accept any payment from Borrower after written notice from First Mortgagee that an Event of Default exists under the First Loan Documents (unless and until such notice is revoked in writing), agrees that it will not take any action (judicial or otherwise, at law or in equity, including without limitation any foreclosure action or proceeding or any rights under any assignment of leases, rents or profits contained in the Junior Mortgage) to enforce any of its rights or remedies pertaining to or arising from the Junior Mortgage, agrees that it shall have no right to possession of any or all of the Property, whether by judicial action or otherwise, unless and until all the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged, and further agrees that it will not contest in whole or in part, directly or indirectly, the validity, perfection, priority or enforceability of First Mortgagee's Collateral,

(B) subrogates First Mortgagee to the Rights and Interests under the Junior Mortgage,

(C) agrees that any sums at any time paid to, or received by, Junior Trustee in violation of the terms of this Agreement shall be received and held in trust for and promptly

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turned over to First Mortgagee, in the form received (except for the endorsement or assignment by Junior Trustee where necessary), and

(D) agrees that it shall not modify or amend the Junior Mortgage, without the prior written consent of First Mortgagee

Junior Trustee represents and warrants to First Mortgagee that Junior Trustee has not assigned or otherwise transferred the Junior Loan, Junior Mortgage, or Rights and Interest Under the Junior Mortgage, or any interest therein, to any person or entity, that Junior Trustee will make no such assignment or other transfer thereof, and that the Junior Mortgage will be endorsed with proper notice of this Agreement

Junior Trustee expressly waives all notice of the acceptance by First Mortgagee of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and Junior Trustee expressly waives any claims or rights against First Mortgagee based upon any act or failure to act whatsoever with respect to Borrower or the Property or any part thereof or with respect to the First Mortgagee's Collateral, notwithstanding the effect any such act or failure to act may have on Junior Trustee, the Junior Mortgage, or the Rights and Interests Under the Junior Mortgage. Junior Trustee agrees that all Senior Debt shall be deemed to have been made, incurred and/or contracted in reliance upon this Agreement. Without limiting the generality of the foregoing, Junior Trustee waives the right to assert the doctrine of marshalling with respect to any of the First Mortgagee's Collateral, and consents and agrees that First Mortgagee may proceed against any or all of the First Mortgagee's Collateral in such order as First Mortgagee shall determine in its sole discretion

Junior Trustee agrees that First Mortgagee shall be named as first loss payee on all property insurance maintained by Borrower with respect to the Property or any part thereof and shall have the sole and exclusive right, as against Junior Trustee, to adjust settlement of any claim covered in whole or in part by any such insurance. All proceeds of such insurance shall be paid to First Mortgagee until the Senior Debt is paid in full, and Junior Trustee shall promptly on request assign and endorse any check, draft or other instrument representing proceeds of such insurance payable to the order of First Mortgagee.

Junior Trustee agrees that First Mortgagee, at any time and from time to time hereafter, may enter into such agreements with Borrower as First Mortgagee may deem proper extending the time of payment of, advancing additional funds or renewing or otherwise altering the terms of all or any of the Senior Debt or any document, agreement or instrument evidencing or securing the Senior Debt (including, without limitation, the First Loan Documents) or affecting any of First Mortgagee's Collateral, and may sell or surrender or otherwise deal with any of First Mortgagee's Collateral, and may release any balance of funds of Borrower held by First Mortgagee, without notice to Junior Trustee and without in any way impairing or affecting this Agreement.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on Junior Trustee and its successors and assigns, and shall inure

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to the benefit of First Mortgagee, its successors and assigns until the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged. First Mortgagee may continue, without notice to Junior Trustee, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof, whether pursuant to the Commitment or otherwise. Junior Trustee hereby agrees that all payments received by First Mortgagee may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Agreement.

No waiver shall be deemed to be made by First Mortgagee of any of its rights hereunder unless the same shall be in writing signed on behalf of First Mortgagee and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of First Mortgagee or the obligations of Junior Trustee to First Mortgagee in any other respect at any other time.

THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

JUNIOR TRUSTEE HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS SUBORDINATION AGREEMENT.

In the event any action or proceeding is brought by either First Mortgagee or Junior Trustee to enforce its rights under this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the losing party any costs and expenses, including legal fees and expenses, incurred in connection therewith or in any appeal thereof.

Any notice required or desired to be served, given or delivered hereunder or pursuant hereto shall be in writing, and shall be deemed to have been validly served, given or delivered upon the earlier of (a) personal delivery to the address set forth below and (b) in the case of mailed notice, three (3) days after deposit in the United States mails, with proper postage for certified mail, return receipt requested, prepaid, or (c) in the case of notice by Federal Express or other reputable overnight courier service, one (1) business day after delivery to such courier service (d) if telecopied, on the date of transmission if before 3:00 p.m. (Chicago time), provided that a hard copy of such notice is also sent pursuant to clause (b) or (c), addressed to the party to be notified as follows:

- (i) If to First Mortgagee at

LaSalle National Bank
120 South LaSalle Street
Suite 303
Chicago, IL 60603
Attention: Mr. Gary L. Jacobson

- (ii) If to Junior Trustee:

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Chicago Title and Trust Company
171 North Clark Street
Chicago, Illinois 60601
Attention B Wyckliffe Pattishall

or to such other address as each party designates to the other in the manner herein prescribed

IN WITNESS WHEREOF, this Agreement has been executed as of this 15th day of
November, 1995

CONSENTED TO BY:

CHICAGO TITLE AND TRUST
COMPANY OF CHICAGO, as Trustee

IDENTIFICATION NO
777500



By *Walter H. Henson*
Title *President*

Attest *[Signature]*

[Signature]

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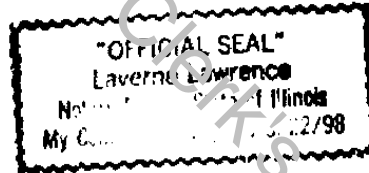
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STATE OF ILLINOIS,)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ President and _____ Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of Nov, 1995.

Laverne Lawrence
Notary Public



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BORROWER'S CONSENT

Borrower hereby consents to the foregoing Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the terms of said Agreement. Except as otherwise provided, the capitalized terms used in this Consent shall have the same meanings as are ascribed to such terms in the foregoing Agreement. A breach of any of the terms and conditions of this Consent shall constitute an "Event of Default" under the First Mortgage.

This instrument is executed by LASALLE NATIONAL TRUST, N.A. not personally, but solely as Trustee, as described in the foregoing Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Notwithstanding any provision of this Consent to the contrary, but, subject to the provisions set forth in the Reimbursement Agreement and in the First Mortgage Loan Documents, neither Beneficiary nor any partners or shareholders of any partner of Beneficiary shall be liable to pay the Loan and First Mortgagee agrees to look solely to the Property and any other collateral heretofore, now, or hereafter pledged by any party to secure the Letter of Credit.

The foregoing shall in no way limit or impair the enforcement against the Property or any other security granted by the First Loan Documents or any of Lender's rights and remedies pursuant to the First Loan Documents.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A.
as Trustee as aforesaid

By Marilyn A. Black
Title ASSISTANT SECRETARY

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BENEFICIARY:

**THE BENCHMARK OF HOFFMAN ESTATES
LIMITED PARTNERSHIP**

By: Benchmark Retirement, Inc.,
its general partner

By: 
Shael Bellows, President

C:\DOCS\BELLOW'S GMS-3 SUBORDIN 1

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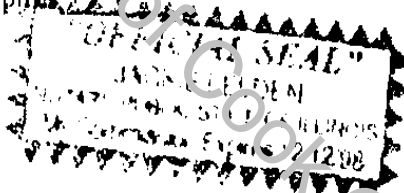
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Subscribed and sworn to before me by [Signature], As **ASSISTANT SECRETARY** of
LASALLE NATIONAL TRUST, N A, not personally, but as an officer of said Trustee, on this
12th day of November, 1992

[Signature]
Notary Public

My commission expires



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ACKNOWLEDGMENT OF SIGNATURES

STATE OF Illinois)
) SS
COUNTY OF DeWitt)

I, Kimberly Neufuss a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared Shane Williams

[Cross out inapplicable paragraphs below]

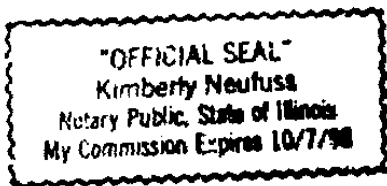
(a) ~~[For Corporation]~~ known to me to be the _____ President of the corporation that executed the foregoing consent and

(b) ~~[For Partnership]~~ known to me to be a general partner of the partnership that executed the foregoing consent, and

~~(c) [For Individual(s)] known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing consents, and~~

acknowledged to me that he (they) executed and delivered the foregoing consent as his (their) free and voluntary act, for the uses set forth therein

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of November, 1998.



Kimberly Neufuss
Notary Public

My Commission Expires:

10-7-98

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11/15/2011

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EXHIBIT A

Legal Description of Real Estate

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 48.49 FEET MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF GOLD ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE; THENCE NORTH 85 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION A DISTANCE OF 50.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 50 FEET, MEASURED PERPENDICULARLY, OF THE SOUTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A POINT; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG EAST LINE, A DISTANCE OF 855.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER ROBIN FARMS UNIT FOUR, RECORDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET TO A CORNER OF SAID LOT 1, THENCE SOUTH 49 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.32 FEET TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF EASEMENT FOR OPEN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22299742; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 48.49 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE WESTERLY EXTENSION OF THE OLD NORTH LINE OF GOLF ROAD AS DEDICATED PER DOCUMENT NUMBER 10550563 RECORDED DECEMBER 10, 1929; THENCE NORTH 87 DEGREES 02 MINUTES 23 SECONDS EAST 50.07 FEET ALONG THE WESTERLY EXTENSION OF SAID OLD NORTH LINE OF GOLF ROAD TO THE EXISTING EAST LINE OF BARRINGTON ROAD EXTENDED; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 450.00 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD PER DOCUMENT 11172679, RECORDED DECEMBER 7, 1932, TO THE POINT OF BEGINNING, A POINT ON A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANCE FROM SAID OLD NORTH LINE OF GOLD ROAD; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 1444.70 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD TO THE SOUTH LINE OF LOT 1 OF PETER ROBIN FARMS UNIT 4, RECORDED AS DOCUMENT NUMBER 23066244 ON APRIL 30, 1975; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST (SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST RECORD BEARING) 20.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 187.71 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0

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DEGREES 02 MINUTES 23 SECONDS WEST 160 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 540.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 10.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 410.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEET TO A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE SOUTH 87 DEGREES 02 MINUTES 23 SECONDS WEST 5.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.)

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED IN THE GRANTS OF EASEMENTS AND AGREEMENT RECORDED SEPTEMBER 16, 1987 AS DOCUMENT 87506866, AS AMENDED BY FIRST AMENDMENT TO GRANTS OF EASEMENT AND AGREEMENT RECORDED APRIL 8, 1991 AS DOCUMENT 91156362 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN PETER ROBIN FARMS, UNIT 4, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PERMANENT SANITARY SEWER AS CREATED BY AGREEMENT AND DECLARATION OF GRANT OF PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 1, 1987 AS DOCUMENT NUMBER 87481947 OVER THE FOLLOWING LAND:

A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET EACH SIDE OF THE CENTERLINE, IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 85 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1560.85 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE NORTH 8 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE FOR THE POINT OF BEGINNING;

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THENCE NORTH 43 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 25 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 107.44 FEET; THENCE NORTH 65 DEGREES 9 MINUTES 27 SECONDS WEST, A DISTANCE OF 138.44 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 75 FEET, TO AN ANGLE POINT IN THE SOUTHERLY LINE OF PARCEL B IN THE PLAT OF EASEMENTS FOR OPEN SPACES, RECORDED APRIL 24, 1973 AS DOCUMENT NO. 22299742; THENCE CONTINUING NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL B, A DISTANCE OF 580.48 FEET THENCE NORTH 75 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 309.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL B; THENCE NORTH 6 DEGREES 6 MINUTES 29 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 305.13 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 350 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL B, THENCE NORTH 24 DEGREES 10 MINUTES 9 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 410 FEET, TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID STRIP OF LAND, 20 FEET IN WIDTH, ALL IN COOK COUNTY, ILLINOIS AS SHOWN AS DOCUMENT 87481947 RECORDED SEPTEMBER 1, 1987.

PERMANENT INDEX NUMBERS: 07-07-300-030
07-07-300-031

VOLUME: 187

COMMON ADDRESS: 1515 Barrington Road
Hoffman Estates, Illinois 60172

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EXHIBIT B

This financing statement covers the following types (or items) of property:

1. All improvements of every nature whatsoever now or hereafter situated on the real property located in the State of Illinois and legally described in Exhibit A hereto (the "Land") together with all fixtures and personal property of every nature whatsoever now or hereafter owned by Debtor and on, or used or intended to be used in connection with, the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures, together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

2. All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same;

3. All fixtures and articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements; and

4. All proceeds of the foregoing, including, without limitation, all judgments, awards, damages and settlements hereafter made resulting from condemnation or the taking of any of the Land or the property, rights or interests described in this Exhibit B (collectively, the "Premises") or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof, together with the right, title and interest of Borrower whatsoever to receive the foregoing.

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This Trust Agreement

June Sixth, 1975 Day of June
and known as Trust Number 498

EXHIBIT C

certifies that LYONS SAVING & LOAN ASSOCIATION, an Illinois Corporation, Countywide, Illinois, as Trustee hereunder is about to take title to the following described real estate in Hoffman Estates, Cook County, Illinois, to wit

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

otherwise known as Parcel A-1 of Poplar Creek, Hoffman Estates, Illinois and that when it has taken the title therein, or to any other real estate bequeathed to and accepted by it as Trustee hereunder it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, profits and proceeds of said real estate according to the respective interests herein set forth, to-wit

Property of Cook County

WE DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL ACCORDING TO OUR FILES, THE BENEFICIAL INTEREST VESTS AS FOLLOWS:

-----The Benchmark of Hoffman Estates Limited Partnership holds a 100% interest, subject to a Collateral Assignment to Heller Financial, Inc.-----

November 15, 1975

LaSalle National Trust, N.A. successor trustee to Superior Bank FSB formerly known as Lyons Savings & Loan Association as trustee and not personally under trust no. 27-498-00

By: Mary C. Stack
Mary A. Stack
Assistant Secretary

property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said Trustee, with interest thereon at the rate of one percent over the discount rate from time to time in effect at the Federal Reserve Bank of Chicago, all such disbursements or advances or payments made by said Trustee, together with its expenses, including all attorneys fees, and that said Trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder including or covering for any assignment of the beneficial interest herein, until all of said disbursements, payments, advances and expenses, and interest thereon, shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this Trust or to procure or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be furnished with funds sufficient to make or be satisfactorily indemnified in respect thereto. In case of non-payment of any of said disbursements, advances or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph 11 hereof, the Trustee shall have a first lien thereon on the property held in Trust and on 100% of the beneficial interests herein and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice of advertisement, to sell from time to time at public or private sale and to transfer and convey a sufficient part either of said property or of the beneficial interests herein, whichever the Trustee in its sole discretion shall elect, to pay such disbursements, advances and payments and such fees, charges and compensation and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder. In the event the Trustee is served with process or notice of legal proceedings of any other matter concerning the Trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing.

10) It shall not be the duty of the purchaser of said premises or any part thereof to see to the application of the purchase money paid therefor, nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee, or of provisions of this instrument.
11) This Trust Agreement shall be filed in record in the Recorder's Office of the county in which the land is situated for the record, and the recording of the same shall not be construed as a notice of the rights of any person hereunder derived by the title of powers of the Trustee.
12) This Trust Agreement is hereby assigned and by and for each and every one of the beneficiaries hereunder that LYONS SAVING & LOAN ASSOCIATION, a corporation organized under the laws of the State of Illinois, do hereby irrevocably assign, convey, transfer, alienate, release, and discharge to the Trustee herein named, the beneficial interest therein, to the extent of the proceeds of the sale of the real estate described herein and to the extent of any other property which may be acquired by or for the Trustee hereunder. In witness whereof, the undersigned, on behalf of the beneficiary hereunder, Cent Universal Enterprises, Inc., has hereunto set his hand and seal of office this 15th day of November, 1975.

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or such other persons as shall be from time to time named in writing by the beneficiary or beneficiaries, provided that, if any

(10)

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person now or hereafter expressly named as the settlor or as one of the persons having such power of written declaration shall be a beneficiary hereunder and shall assign his beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the Trustee shall be recognized without the consent in writing of his assignee, provided further that the Trustee shall not be obliged to inquire into the propriety of any such written direction and provided further that the Trustee shall not be required to deal with the title so long as any money is due to or thereunder or to enter into any personal obligation or liability in dealing with said fund or to make itself liable for any damages, costs, expenses, fines or penalties.

(G) The beneficiary or beneficiaries hereunder in his, her or their own right shall have the management of said property and control of the selling, leasing and handling thereof and the keeping, performing and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her agent shall effect and handle his or her share of the rents, earnings, claims and proceeds thereof, and the Trustee shall have no duty in respect to such management or control, or the handling or application of such rents, earnings, claims or proceeds or in respect to the keeping, performing or enforcing of any leases, agreements, or covenants running with the land, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except upon written direction as hereinabove provided, and after the payment to or of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. No legal action shall be brought in the name of the Trustee without its prior consent in writing. If any property remains in the Trust twenty years from this date it shall be sold at public sale by the Trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this Trust Agreement.

(H) The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the making of such notice by the Trustee. In the event of such resignation a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. If no successor in trust is named as above provided within ten days after the making of such notice by the Trustee, then the Trustee may convey the trust property or any portion thereof to the beneficiaries in accordance with their respective interest hereunder and the beneficiaries for themselves, their legal representatives, executors, administrators and assigns agree that the Trustee at its option may deliver deed evidencing such conveyance to the Recorder of Deeds or Registrar of Titles in the county or counties in which the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The rights, remedies and liens of the Trustee provided for in paragraph (C) hereof shall continue notwithstanding the resignation or removal of the Trustee or conveyance of any of the trust property.

(I) Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, powers, rights, power, trusts, duties and obligations of its or their predecessor.

(J) The LYONS SAVINGS & LOAN ASSOCIATION shall receive for its services in accepting this Trust and in holding the trust hereunder the sum of \$ 25.00 _____ and the sum of \$ 30.00 _____ per year in advance for holding the trust.

on the Sixth day of June 1986 as long as any property remains in this Trust or as adjusted by the Corporation, also its regular weekly trust making deeds and shall receive reasonable compensation for any special services which may be rendered by it hereunder in holding and holding any other property which may hereafter be deeded to it by anyone, which fees, charges or other compensation the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvements made thereon after the Trustee has accepted the trust, the Trustee shall be entitled to a reasonable additional fee for holding the trust or on each year after the year in which such improvements are made. All of the foregoing fees are subject to revision in accordance with any changes from time to time made to the Trustee schedule of fees.

IN TESTIMONY WHEREOF the LYONS SAVINGS & LOAN ASSOCIATION has caused these presents to be

signed in _____ counterparts by its Assistant Vice President and attested by its Assistant Trust Officer, and has caused its corporate seal to be hereunto attached as and for the act and deed of said Corporation, the day and date above written.

ATTEST
Lyons Savings & Loan Association
Assistant Vice President
Trust Officer & Assistant Vice President

And on said day, said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Century Universal Enterprises, Inc.

BY: Barbara Miller (Signature) (Print Name) Address: 911 Elm St., Hinsdale, IL 60521

BY: Mrs. Barbara Miller (Signature) (Print Name) Address: 911 Elm St., Hinsdale, IL 60521

BY: Ms. Virginia Erickson (Signature) (Print Name) Address: 911 Elm St., Hinsdale, IL 60521

BY: Mr. William E. Hale (Signature) (Print Name) Address: 911 Elm St., Hinsdale, IL 60521

May the name of any beneficiary be disclosed to the public? No

Refer written inquiries and legal notices by first class mail to Virginia Erickson, Vice President

May oral inquiries be referred direct? Yes To whom? Virginia Erickson, Vice President

To whom shall bills be mailed? Century Universal Enterprises, Inc., Virginia Erickson, VI

Is liquor sold on the premises? No

Improvements: None to date Value: \$1,244,256.50

Attorney for Beneficiaries: Guerrard, Konevko & Drank, Ltd., 100 N. Roosevelt Road, Wheaton, Illinois 60187

Trust Agreement
and
Declaration of Trust

Lyons Savings & Loan

DATE: _____
TRUST NO: _____

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LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 48.49 FEET, MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE; THENCE NORTH 86 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 50.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 50 FEET, MEASURED PERPENDICULARLY, OF THE SOUTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A POINT; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 855.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER ROBIN FARMS UNIT FOUR, RECORDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET TO A CORNER OF SAID LOT 1, A DISTANCE OF 351.32 FEET TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF EASEMENTS FOR OPEN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22297742; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

(EXCEPTING THEREFROM, that part of the Southwest 1/4 of Section 7, Township 41 North, Range 10 East of the Third Principal Meridian, conveyed for road purposes and described as follows: Commencing at the Southwest corner of said Section 7; thence North 0 degrees 02 minutes 23 seconds East 48.49 feet along the west line of said Section 7 to the westerly extension of the old north line of Golf Road as dedicated per Document Number 10550563 recorded December 10, 1929; thence North 87 degrees 02 minutes 27 seconds East 50.07 feet along the westerly extension of said old north line of Golf Road to the existing east line of Barrington Road extended; thence North 0 degrees 02 minutes 23 seconds East 450.00 feet along the existing east line of Barrington Road per Document Number 11172679, recorded December 7, 1932, to the point of beginning, a point on a line parallel with the said old north line of Golf Road and 450 feet distant from said old north line of Golf Road; thence continuing North 0 degrees 02 minutes 23 seconds East 1444.70 feet along the existing east line of Barrington Road to the south line of Lot 1 of Peter Robin Farms Unit 4, recorded as Document Number 23066244 on April 30, 1975; thence South 89 degrees 57 minutes 37 seconds East (South 89 degrees 57 minutes 40 seconds East record bearing) 20.00 feet along said south line; thence South 0 degrees 02 minutes 23 seconds West 167.71 feet to a 3-1/4 inch metal disk; thence North 89 degrees 57 minutes 37 seconds West 5.00 feet to a 3-1/4 inch metal disk; thence South 0 degrees 02 minutes 23 seconds West 160 feet to a 3-1/4 inch metal disk; thence South 89 degrees 57 minutes 37 seconds East 5.00 feet to a 3-1/4 inch metal disk; thence South 0 degrees 02 minutes 23 seconds West 540.00 feet to a 3-1/4 inch metal disk; thence North 89 degrees 57 minutes 37 seconds West 10.00 feet to a 3-1/4 inch metal disk; thence South 0 degrees 02 minutes 23 seconds West 410.00 feet to a 3-1/4 inch metal disk; thence North 89 degrees 57 minutes 37 seconds West 5.00 feet to a 3-1/4 inch metal disk; thence South 0 degrees 02 minutes 23 seconds West 146.71 feet to a line parallel with the said old north line of Golf Road and 450 feet distant from said old north line of Golf Road; thence South 87 degrees 02 minutes 23 seconds West 5.01 feet along said line to the point of beginning; all in Cook County, Illinois.)

EXHIBIT "A"

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