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## Subordination of Real Estate Lease



Subordination Agreement dated December 18, 1995, by Chicago Aircraft, Inc. ("Tenant")

whose address is 3216 S. Nordic Road, Arlington Heights, IL 60005

and delivered to NBD Bank ("Bank")

a State banking Corporation  
(national state) (association/corporation)

whose address is 211 S. Wheaton Avenue, Wheaton, IL 60187

Tenant and Mark Wohlford ("Owner/Mortgagor")

entered into a Lease dated December 1, 1995, covering the following described real property ("the Premises").

Land located in the Village of Arlington Heights  
Cook County, Illinois: 27  
24

THE SOUTH 115.0 FEET OF THE NORTH 436.08 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF A TRACT OF LAND COMPRISED OF THAT PART OF LOTS 14 AND 15 IN ELMHURST-ALGONQUIN INDUSTRIAL PARK, UNIT NO. 2 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3216 S. Nordic Road, Arlington Heights, IL 60005

Tax Parcel Identification No.: 08-23-401-024-0000

Owner/Mortgagor has applied to the Bank for a loan or other extension of credit, direct or indirect, which with all extensions, renewals and substitutions is called "Debt." The Debt is or will be secured by a mortgage covering the Premises. The Bank is willing to extend or continue the Debt upon the condition that Tenant subordinate its interest in the Lease to the Bank.

### THEREFORE, TENANT REPRESENTS AND AGREES AS FOLLOWS:

1. Tenant subordinates its interest in the Lease to the Bank and agrees that any mortgage and any extension, renewal, modification or replacement of any mortgage made to secure the Debt is a lien prior and superior to the Lease.
2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease.
3. The term of the Lease has commenced and the Tenant is in possession of the leased premises.
4. No rent has been paid nor will it be paid more than 30 days in advance of its due date.
5. Tenant as of the date of this Subordination Agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease and no default by Tenant or Owner/Mortgagor exists under the Lease.
6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered nor will the Lease be modified, except rentals may be increased without the Bank's consent.

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7. Tenant will give the Bank notice of any default in the Lease by Owner/Mortgagor and Bank shall have a reasonable opportunity which shall in no event be less than 30 days from the Bank's receipt of the notice, to correct the default, but shall not be obligated to do so.
8. No action or failure of the Owner/Mortgagor shall adversely affect the rights of the Bank under this Subordination Agreement or discharge the Tenant's obligations under the Lease.
9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests.

Any notice which either party may give or is required to give under this Subordination Agreement shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

These promises and agreements shall bind and these rights shall be to the benefit of the Tenant and Bank and their respective successors and assigns. This agreement is governed by Illinois law.

**WAIVER OF JURY TRIAL:** The Bank and the Tenant after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Subordination Agreement or any related instrument or agreement or any of the transactions contemplated by this Subordination Agreement or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither the Bank nor the Tenant shall seek to consolidate, by court claim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Tenant except by a written instrument executed by both of them.

Executed by the Tenant on the date first written above.

*Reply & mail to:  
NBD Bank  
100 E Chicago St. 8th  
E Uptown Village, IL  
60607*

TENANT:

Chicago Aircraft, Inc.

By: *Mark Whitford*

Its: *PRESIDENT*

## ACKNOWLEDGEMENT

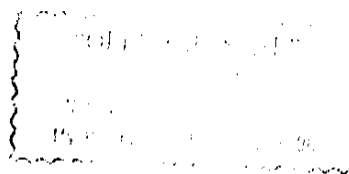
State of Illinois

County of *McHenry*

The foregoing instrument was acknowledged before me on *December 19 1995*  
by *Mark Whitford*

Notary Public, *McHenry* County, IL  
My Commission Expires: \_\_\_\_\_

**BOX 333-CTI**



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EXHIBIT "A"

THE SOUTH 115.0 FEET OF THE NORTH 436.08 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF A TRACT OF LAND COMPRISED OF THAT PART OF LOTS 14 AND 15 IN ELMHURST-ALCONQUIN INDUSTRIAL PARK, UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

All fixtures and articles of personal property now or hereafter owned by Debtor and attached to or forming a part of, used in connection with, or situated upon or located at the Property, or pertaining to the operation and convenience of any building or buildings and improvements located thereon, including without limitation all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awning, partitions, carpeting, linens, curtains and drapery hardware, and items of inventory used or useful in the operation or convenience of the Property or improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot-and-cold water equipment and systems), and all renewals or replacements thereof or articles in substitution thereof in all cases whether or not the same are or shall be attached to said building or buildings in any manner.

TOGETHER with all proceeds of the foregoing, including without limitation any proceeds of any policies of insurance maintained with respect to the Property.

TOGETHER with all right, title and interest of Debtor in and to any accounts receivable now existing or hereafter arising with respect to the Property and any and all permits, licenses, contract rights, leases, subleases, rents and profits of the Property or any personal property used in connection therewith, together with all security therefor and all monies payable thereunder.

"Property" shall mean and refer to the real property described in Exhibit A.

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