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COOK COUNTY RECORDER

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made as of the 27 day of April, 1995, among Mid Town Bank and Trust Company of Chicago ("Mortgagee"), which has an office at 2021 N. Clark St., Chicago, Illinois 60614, Soccer Enterprises, Inc., an Illinois corporation ("Purchaser"), which has an office at 545 Consumers Avenue, Palatine, Illinois 60067, and LaSalle National Trust, N.A., as successor to LaSalle National Bank, successor to The Exchange National Bank of Chicago, not personally but as Trustee under Trust Agreement dated May 1, 1973 and known as Trust No. 10-27856-09 ("Trust 10-27856-09"), and Kaiser Investments, Ltd., an Illinois general partnership ("KIL") (Trust 10-27856-09 and KIL, collectively and individually (as the context requires) herein referred to as "Seller"), both of which have an office at 819 S. Wabash Ave., Suite 808, Chicago, Illinois 60605.

RECITALS:

A. Purchaser has entered into that certain Agreement of Purchase and Sale dated August 1, 1991, with Seller, which agreement covers certain property (the "Property") commonly known as 545 Consumers Avenue, Palatine, Illinois 60067 and more particularly described on Exhibit A attached hereto and made a part hereof (said agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof, and other documents or agreements relating thereto, now existing or hereafter entered into, are collectively herein referred to as the "Purchase Agreement");

B. Mortgagee has agreed to make a loan to Seller, together with LaSalle National Trust, N.A., as successor to LaSalle National Bank, successor to The Exchange National Bank of Chicago, not personally but as Trustee under Trust Agreement dated December 2, 1971 and known as Trust No. 10-25947-09 ("Trust 10-25947-09"), Walter R. Kaiser ("WRK") and Jordan N. Kaiser ("JK") (Seller, Trust 10-25947-09, WRK and JK, collectively and individually (as the context requires) herein referred to as "Borrower"), to be secured by the lien of a mortgage from Borrower to the Mortgagee on the Property and other property (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage"); and

C. Purchaser has agreed to subordinate the Purchase Agreement to the lien of the Mortgage on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. The Purchase Agreement (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Purchase Agreement.

2. Attornment. In the event of a foreclosure of the Mortgage or a conveyance in lieu of foreclosure, then at the election expressly made in

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writing by Mortgagee or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for their respective legal representatives, successors and assigns (any such Mortgagee and other party herein referred to as the "New Owner"), which election the New Owner may make or withhold in its sole and absolute discretion, (a) Purchaser shall be bound to the New Owner under all of the terms, covenants and conditions of the Purchase Agreement with the same force and effect as if the New Owner were the seller under the Purchase Agreement, and (b) Purchaser shall be deemed to have attorned to the New Owner as its seller, said attornment to be effective and self-operative without the execution of any further instruments on the part of such parties immediately upon the election in writing made by the New Owner as set forth above; provided, that in the event of such election made by the New Owner, Purchaser agrees as follows:

(a) Mortgagee or such other New Owner shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Purchaser might have against any seller under the Purchase Agreement (including Seller), except for those credits, offsets, defenses, claims, or counterclaims as to which Purchaser has given written notice to Mortgagee within seven (7) days after Mortgagee or other New Owner has sent a written notice to Purchaser that it intends to make an election pursuant to the preceding paragraph ("Notice To Purchaser"), (ii) bound by any payment which Purchaser shall have paid more than one (1) month in advance to any prior seller (including Seller), except for payments made not more than six (6) months in advance as to which Purchaser has given written notice to Mortgagee within seven (7) days after a Notice To Purchaser is sent to Purchaser, (iii) bound by any covenant to undertake or complete any improvement to the Property, or (iv) bound by any amendment or modification to the Purchase Agreement, or waiver of any provision of the Purchase Agreement, which has not been consented to in writing by Mortgagee;

(b) No New Owner (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior seller (including Seller), or (ii) return of any payment made by Purchaser; and

(c) Purchaser shall look solely to the Property and Seller for recovery of any judgment or damages from Mortgagee or such other New Owner, and neither Mortgagee, such other New Owner, any partner, officer, director, shareholder, member or agent of them, nor any legal representative, successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Purchase Agreement or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Purchaser hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Owner provided by law or by any other contract, agreement or instrument.

3. Mortgagee's Consent. Without the prior written consent of Mortgagee Purchaser will not (a) enter into any agreement amending the Purchase Agreement, provided Mortgagee's consent will not be unreasonably withheld, (b) cancel the term of, terminate or surrender, the Purchase Agreement, provided Mortgagee's consent may be given or withheld in its sole and absolute discretion, or (c) assign any of its rights thereunder, provided Mortgagee will not unreasonably withhold its consent to an assignment of the Purchase Agreement by Purchaser that is consented to by Seller as provided for in the Purchase Agreement.

4. Further Subordination. Purchaser, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, which may be granted or withheld in its sole and absolute discretion, Purchaser will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the

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Mortgagee or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

5. Insurance Proceeds and Condemnation Awards. Purchaser hereby agrees that any interest of Purchaser in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Mortgagee in such proceeds or awards. Purchaser will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Mortgage have been paid in full.

6. Notice. Any notice or other communication which any party hereto may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) when personally delivered, or (ii) on the first business day after being sent for next business day delivery by a nationally recognized overnight courier, or on the third business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth herein, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith. Except as may otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Agreement is not required to be given.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

9. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

MORTGAGEE:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO

By: _____
Its: _____

Attest: _____
Its: _____

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SELLER:

LASALLE NATIONAL TRUST, N.A., an successor
Trustee of Trust Number 10-27856-09 dated
May 1, 1973 and not previously

By: 

Its: Assistant Secretary

Attest: Nancy A. Stace

Its: Assistant Secretary

KAISER INVESTMENTS, LTD., an Illinois
general partnership

By: 

WALTER R. KAISER

By: 

JORDAN H. KAISER

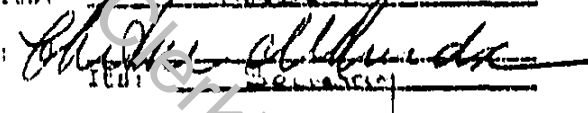
All of Its General Partners

PURCHASER:

SOCCER ENTERPRISES, INC., an Illinois
corporation

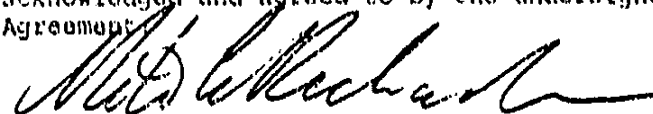
By: 

Its: Secretary

Attest: 

Its: Secretary

The foregoing Agreement and subordination provided therein are hereby
acknowledged and agreed to by the undersigned guarantor of the Purchase
Agreement



PETE RICHARDSON

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, a _____ of MID TOWN BANK AND TRUST COMPANY OF CHICAGO, and _____, a _____ of said MID TOWN BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument in their stated capacities, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said MID TOWN BANK AND TRUST COMPANY OF CHICAGO, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on _____, 1995.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

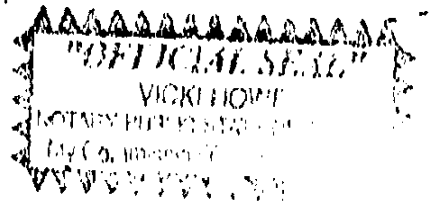
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DOUGLAS W. TANT of LASALLE NATIONAL TRUST, N.A., and NANCY A. STACK of said LASALLE NATIONAL TRUST, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument in their stated capacities, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said LASALLE NATIONAL TRUST, N.A., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on April 27th, 1995.

Vicki Howe

Notary Public

My commission expires: 12/19/98



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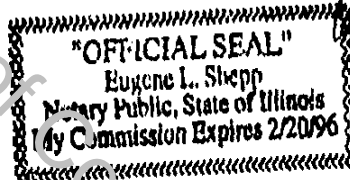
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WALTER R. KAISER, a general partner of KAISER INVESTMENTS, LTD., and JORDON H. KAISER, a general partner of said KAISER INVESTMENTS, LTD., personally known to me to be the same persons whose names are subscribed to the foregoing instrument in their stated capacities, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said KAISER INVESTMENTS, LTD., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on

April 27, 1995
Eugene L. Shepp
Notary Public

My commission expires:



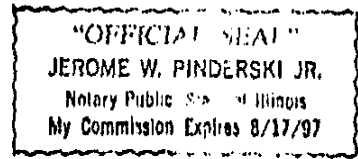
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter Richardson, a President of SOCCER ENTERPRISES, INC., and Christine Richardson, a Secretary of said SOCCER ENTERPRISES, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument in their stated capacities, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said SOCCER ENTERPRISES, INC., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on

4-27, 1995.
[Signature]
Notary Public

My commission expires:



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

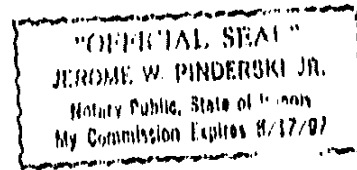
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **PETE RICHARDSON** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on 4-27, 1995.



Notary Public

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 139.84 FEET OF THE SOUTH 646.01 FEET OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN 1,484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WHICH POINT IS A DISTANCE OF 803.38 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 1,140.93 FEET TO A POINT WHICH IS A DISTANCE OF 439.57 FEET NORTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTH WEST HIGHWAY BY DOCUMENT 11113034; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 231.40 FEET TO THE EAST LINE OF CONSUMERS AVENUE AS SHOWN ON PLAT RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 19010004; THENCE NORTH ALONG THE EAST LINE OF SAID CONSUMERS AVENUE, A DISTANCE OF 1,140.59 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE DRAWN A DISTANCE OF 803.38 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE; A DISTANCE OF 231.40 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN 1,484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WHICH POINT IS A DISTANCE OF 803.38 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 1,140.93 FEET TO A POINT WHICH IS A DISTANCE OF 439.57 FEET NORTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTH WEST HIGHWAY BY DOCUMENT NUMBER 11113034; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 231.40 FEET TO THE EAST LINE OF CONSUMERS AVENUE AS SHOWN ON PLAT RECORDED DECEMBER 30, 1963, AS DOCUMENT NUMBER 19010004; THENCE NORTH ALONG THE EAST LINE OF SAID CONSUMERS AVENUE A DISTANCE OF 1,140.59 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE DRAWN A DISTANCE OF 803.38 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 231.40 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS EXCEPT THE SOUTH 646.01 FEET THEREOF AND EXCEPT THE NORTH 23.9 FEET THEREOF.

PIN NUMBER: 02-24-400-017

STREET ADDRESS: 545 S. Consumers Ave.
Palatine, Illinois 60067

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Mid Town Bank and Trust
Company of Chicago
2021 North Clark Street
Chicago, Illinois 60614
Attention: Carmen Rodaric

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