

UNOFFICIAL COPY Subordination of Real Estate Lease



Subordination Agreement dated May 29, 1996, by A & W Tool, Inc. ("Tenant")

whose address is 613 Estes Avenue, Schaumburg, IL 60193

and delivered to NBD Bank, an Illinois banking corporation ("Bank") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

Tenant and Caylen Wester and Catarina Arreola ("Owner/Mortgagor") entered into a Lease dated May 29, 1996, covering the following described real property ("the Premises"),

Land located in the Village of Schaumburg, Cook County, Illinois: DEPT-01 RECORDING \$23.00 I#0012 TRAM 1006 06/19/96 12:36:00 #0081 CG *-96-470161 COOK COUNTY RECORDER

LOT 37 IN BLOCK 2 IN CESTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 76, BEING A RESUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1974, AS DOCUMENT NUMBER LR 2741985 IN COOK COUNTY, ILLINOIS.

Commonly known as: 613 Estes Avenue, Schaumburg, IL 60193

Tax Parcel Identification No.: 07-33-201-097-0000

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.

BOX 333-CT1

96470161

Handwritten notes on the left margin: '5/29/96', '96470161', 'ASUB156 # 6000', and '96470161'.

Handwritten initials 'AB' in the middle right area.

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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 counterclaim 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.

TENANT:

A & W Tool, Inc.

By: Gayle Wester

Its: PPES

Caterino Orvola

SECRETARY

ACKNOWLEDGEMENT

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me on May 29, 1976

by Gayle Wester and Caterino Orvola

[Signature]
Notary Public
My Commission Expires: _____

County, IL

NOTARIAL SEAL
M. Lewandowski
Notary Public, State of Illinois
My Commission Expires Jan 23, 1981

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Maid to
NEB Bank
100 E. Higgins Road
Evanston Village, IL 60207