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RECORDATION REQUESTED BY:

Heller First Capital Corp.
500 West Monroe Street
Suite 1600
Chicago, IL 60661

98585792

WHEN RECORDED MAIL TO:

Heller First Capital Corp.
Attn: Central Documentation Dept.
500 W. Monroe Street, Suite 1600
Chicago, IL 60661

RECORDATION REQUESTED
1998 JUN 20 11:15:00
COOK COUNTY RECORDER
98-98-885792

FOR RECORDER'S USE ONLY

This Subordination Agreement prepared by:

HELLER FIRST CAPITAL CORP.
500 WEST MONROE STREET, SUITE 1600
CHICAGO, ILLINOIS 60661

SUBORDINATION AGREEMENT - LEASE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION OF LEASE AGREEMENT dated June 20, 1998 is entered into between 1455 South Michigan Avenue Enterprise, an Illinois general partnership and Bonaparte Corporation, an Illinois corporation ("Borrower"), Bonaparte Corporation, an Illinois corporation ("Lessee") and Heller First Capital Corp. ("Lender").

LEASE. Lessee has executed one or more leases dated 02-01-1998 of the following described property (the "Subordinated Lease") which lease was recorded in Cook County, State of Illinois as follows:

MEMORANDUM OF LEASE RECORDED CONCURRENTLY HEREWITH.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

FOR LEGAL DESCRIPTION, SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 1455 South Michigan Avenue, Chicago, IL 60605. The Real Property tax identification number is 17-22-108-012-0000; 17-22-108-013-0000; 17-22-108-014-0000; and 17-22-108-015-0000.

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower and Lessee each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (a) new credit or loan advances, (b) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (c) other benefits to Borrower. Now, therefore, Borrower and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Borrower, and Lessee acknowledges receipt of valuable consideration for entering into this Agreement.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage, deed of trust or other lien on the Real Property ("Lender's Lien") be and remain superior to Lessee's interest in the Subordinated Lease.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

R.C.
688
76 99053 02 T.S.

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SUBORDINATION AGREEMENT - LEASE

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Loan No 7085

(Continued)

SUBORDINATION. All of Lessee's right, title and interest in and to the Subordinated Lease and the Real Property is hereby subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Lessee which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Lessee as to the creditworthiness of Borrower; and (d) Lessee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Lessee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Lessee's risks under this Agreement, and Lessee further agrees that Lender shall have no obligation to disclose to Lessee information or material acquired by Lender in the course of its relationship with Borrower.

LESSEE'S WAIVERS. Lessee waives any right to require Lender: (a) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Lessee, (a) make one or more additional secured or unsecured loans to Borrower; (b) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Lease also shall be a default under the terms of the Superior Indebtedness to Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Lessee and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois. Lender, Lessee and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender, Lessee or Borrower against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring Lender to grant to Borrower or to Lessee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Borrower, and Lessee.

Attorneys' Fees; Expenses. Lessee and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Lessee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lessee and Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

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SUBORDINATION AGREEMENT - LEASE

Loan No 7085

(Continued)

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Lessee, shall constitute a waiver of any of Lender's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION AGREEMENT - LEASE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS.

BORROWER:

1455 South Michigan Avenue Enterprise, an Illinois general partnership

By: [Signature]
George E. Specht, General Partner

By: [Signature]
William Bonaparte, Jr., General Partner

X [Signature]
George E. Specht, Individually

X [Signature]
William Bonaparte, Jr., Individually

Bonaparte Corporation, an Illinois corporation, Co-Borrower

By: [Signature]
William Bonaparte, Jr., President

By: [Signature]
George E. Specht, Secretary

LESSEE:

Bonaparte Corporation, an Illinois corporation

By: [Signature]
William Bonaparte, Jr., President

By: [Signature]
George E. Specht, Secretary

LENDER:

Heller First Capital Corp.

By: [Signature]
Authorized Officer

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SUBORDINATION AGREEMENT - LEASE

Loan No 7085

(Continued)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois)

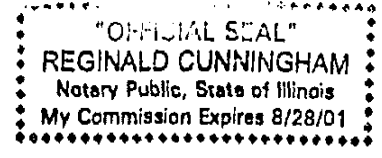
COUNTY OF Cook) ss

On this 20th day of June, 19 98, before me, the undersigned Notary Public, personally appeared George E. Specht, General Partner, and known to me to be a partner or designated agent of the partnership that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Reginald Cunningham Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois)

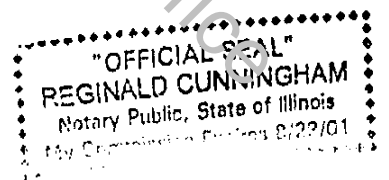
COUNTY OF Cook) ss

On this 30th day of JUNE, 19 98, before me, the undersigned Notary Public, personally appeared William Bonaparte, Jr., General Partner, and known to me to be a partner or designated agent of the partnership that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Reginald Cunningham Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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SUBORDINATION AGREEMENT - LEASE

Loan No 7085

(Continued)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF COOK)

On this 30th day of June, 19 98, before me, the undersigned Notary Public, personally appeared George E. Specht, Individually, and known to me to be a partner or designated agent of the partnership that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Reginald Cunningham Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



PARTNERSHIP ACKNOWLEDGMENT

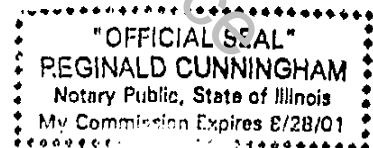
STATE OF Illinois)
) ss
COUNTY OF COOK)

On this 30th day of June, 19 98, before me, the undersigned Notary Public, personally appeared William Bonaparte, Jr., Individually, and known to me to be a partner or designated agent of the partnership that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Reginald Cunningham Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

) ss

COUNTY OF COOK

On this 30th day of June, 1998, before me, the undersigned Notary Public, personally appeared William Bonaparte, Jr., President; and George E. Specht, Secretary of Bonaparte Corporation, an Illinois corporation, and known to me to be authorized agents of the corporation that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By [Signature]

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

) ss

COUNTY OF COOK

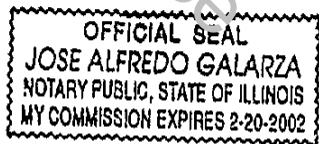
On this 30th day of June, 1998, before me, the undersigned Notary Public, personally appeared WILLIAM C. MOORE and known to me to be the CREDIT MANAGER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]

Residing at 500 W. MONROE - CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 2-20-2002



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EXHIBIT "A"

PARCEL 1:

LOTS 29 AND 30 IN THE SUBDIVISION OF LAVANTIA SPRING ADMINISTRATRIX IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH AS IS TAKEN FOR PUBLIC ALLEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 48 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST LINE OF MICHIGAN AVENUE AT A POINT 12.233 CHAINS NORTH OF THE SOUTH LINE OF SAID FRACTIONAL 1/4 SECTION (SAID POINT BEING ON THE SOUTH LINE OF LAND FORMERLY OF GILES SPRING) RUNNING THENCE EAST 160 FEET; THENCE SOUTH 25.70 FEET; THENCE WEST 160 FEET TO THE EAST LINE OF MICHIGAN AVENUE AND THENCE NORTH 25.70 FEET TO THE POINT OF BEGINNING, BEING THE SAME AS ALL OF LOT 4 IN BLOCK 20 OF ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID (EXCEPT THAT PART TAKEN FOR PUBLIC ALLEY), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 AND 2 IN FOSTER AND BUSBY'S SUBDIVISION OF LOTS 11 TO 14 OF ASSESSOR'S DIVISION OF LOTS 2 AND 3 OF BLOCK 20 AND 6.75 FEET NORTH OF AND ADJOINING SAME OF ASSESSOR'S DIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

[Handwritten signatures and circular notary seals are present in this area.]

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