

PREPARED BY:
Stephen L. Hewson

9729/0351 03 001 Page 1 of 2
1998-09-28 13:01:45
Cook County Recorder 23.00

WHEN RECORDED RETURN TO:

NBD Bank - Collateral Department
611 Woodward Avenue
Detroit, Michigan 48226
ATTN: Supervisor

*Q 7E 776/07104 4nd
CS 7809 2290*

Subordination of Real Estate Lease

Subordination Agreement dated September 21, 1998, by Cast Films, Inc., whose address is 420 Northgate Parkway, Wheeling, Illinois 60090 and delivered to NBD Bank ("Bank"), whose address is 611 Woodward Avenue, Detroit, Michigan 48226-3947.

Tenant and 401 Chaddick Drive, L.L.C. ("Owner/Mortgagor") entered into a Lease dated September 21, 1998, covering the following described real property ("the Premises"),

Land located in the Village of Wheeling, Cook County, Illinois:

98866058

Lots 29 through 32, inclusive in Palwaukee Business Center, Unit Number 2, being a subdivision of part of the South East 1/4 of Section 11, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 401 Chaddick Drive, Wheeling, Illinois 60090

Tax Parcel Identification No. 03-11-409-009-0000; 03-11-409-010-0000; 03-11-409-011-0000 and 03-11-409-012-0000

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.
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 notice, to correct the default, but shall not be obligated to do so.

UNOFFICIAL COPY

88867696

88867696

- 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 and 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 by Bank and Tenant: 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:

Cast Films, Inc.

By: Richard L. Witcraft, Pres.

Richard L. Witcraft, President

Printed Name

ACKNOWLEDGEMENT

State of Illinois)

) SS

County of Cook)

I the undersigned a Notary Public in and for said County and State, do hereby certify that RICHARD L. WITCRAFT personally known to me to be the same person(s) whose name(s) 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/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 21st day of Sept, 1998.

My Commission Expires: 9-13-2001

Marie T. Hynes, Notary Public

NBI (41-2082 693)

